

Docket No. BALIN 43631

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT:

MICHAEL E. TOMPKINS and)
MICHAEL J. GREEN)
)

SERIAL NO.: 08/385,062)
(NOW U.S. PATENT NO. 5,550,753))
)

FILED: FEBRUARY 7, 1995) May 24, 1997
TITLE: MICROCOMPUTER SPA) Los Angeles, CA 90024
CONTROL SYSTEM)
)

**POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

As assignee of record of the entire interest of the above identified application, all powers of attorney previously given are hereby revoked and the following attorney(s) are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith:

Craig B. Bailey	28,786
John V. Hanley	38,171
Richard A. Bardin	20,365
Gilbert G. Kovelman	19,522
I. Morley Drucker	19,751
James W. Paul	29,967
John S. Nagy	30,664
Thomas H. Majcher	31,119

all of the law firm of:

FULWIDER PATTON LEE & UTECHT, LLP
10877 Wilshire Boulevard, Tenth Floor
Los Angeles, California 90024

Please send all correspondence and direct all telephone calls to:

Craig B. Bailey
FULWIDER PATTON LEE & UTECHT, LLP
10877 Wilshire Boulevard
Tenth Floor
Los Angeles, California 90024
(310) 824-5555
(310) 824-9696 - Facsimile

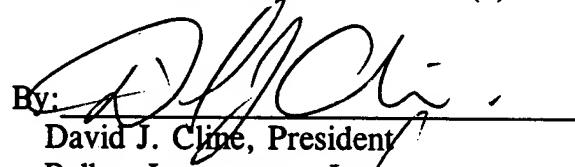
Balboa Instruments, Inc., ASSIGNEE
1690 Scenic Drive
Costa Mesa, CA 92626

Clark Manufacturing, Inc., ASSIGNEE
14951 Monte Vista Avenue
Chino, CA 91710

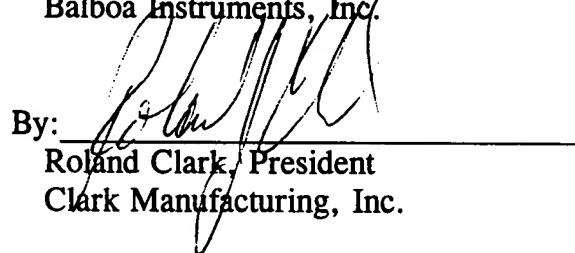
ASSIGNEE CERTIFICATION

Attached to this Power is a "CERTIFICATE UNDER 37 CFR 3.73(b)".

Date: 5/29/97

By: 
David J. Cline, President
Balboa Instruments, Inc.

Date: 5-30-97

By: 
Roland Clark, President
Clark Manufacturing, Inc.



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APPLICANT:)
MICHAEL E. TOMPKINS and)
MICHAEL J. GREEN)
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SERIAL NO.: 08/385,062)
(NOW U.S. PATENT NO. 5,550,753))
)
FILED: FEBRUARY 7, 1995) May 21, 1997
) Los Angeles, CA 90024
TITLE: MICROCOMPUTER SPA)
CONTROL SYSTEM)

CERTIFICATE UNDER 37 CFR 3.73(b)

Balboa Instruments, Inc., a California corporation, and Clark Manufacturing, Inc., a California corporation, certify that they are the assignees of the entire right, title and interest in the patent application identified above by virtue of a chain of title from the inventors of the patent application identified above, to the current assignee as shown below:

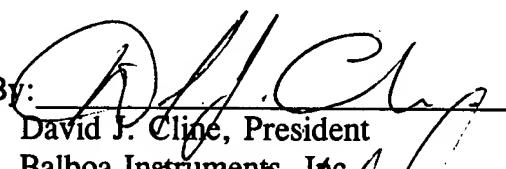
1. From: Michael E. Tompkins and Michael J. Green
To: Siege Industries, Inc.
The document was recorded in the Patent and Trademark Office at Reel 4952, Frame 589, and a copy thereof is attached.
2. From: Siege Industries, Inc.
To: Irving C. Siegel
The document was recorded in the Patent and Trademark Office at Reel 7097, Frame 209, and a copy thereof is attached.
3. From: Irving C. Siegel
To: Balboa Instruments, Inc.
Clark Manufacturing, Inc.
The document was mailed to the Patent and Trademark Office for recordation on May 21, 1997, and a copy thereof is attached.

The undersigned have reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignees identified above.

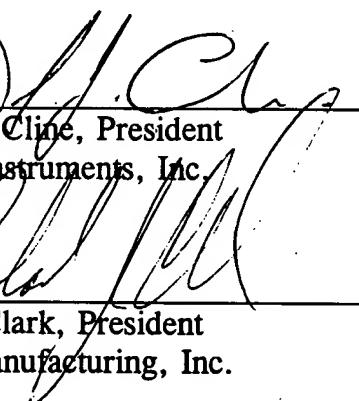
The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee for which that signatory acts.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Date: 5/29/91

By: 
David J. Cline, President
Balboa Instruments, Inc.

Date: 5-30-91

By: 
Roland Clark, President
Clark Manufacturing, Inc.

A S S I G N M E N T

In consideration of Ten Dollars (\$10.00) cash in hand paid to me and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, Michael E. Tompkins and Michael J. Green, who have made an invention in a Spa Control System, assign, sell, transfer and convey to Siege Industries, Inc., a corporation having an office in Houston, Texas, sometimes hereinafter called "Assignee," its successors and assigns, the entire right, title and interest throughout the world in and to, for each of us:

1. Said invention in Spa Control System;
2. My United States of America patent application filed concurrently herewith on said invention, Attorney's File No. 86-1198-01, entitled: Spa Control System;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by me or my legal representatives, whether in the United States of America or any other country or place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to me or my legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including, without limitation, those obtained or permissible under past, present and future law and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;
7. The right of assignee to file in its name applications for patents and like protection for said invention in any country and countries foreign to the United States; and
8. All international rights of priority associated with said invention, applications, patents and like protection;

(hereinafter "Rights").

Further, each of us covenants and agrees that I will, at the expenses of Assignee, its successors and assigns, cooperate with Assignee at Assignee's expense whereby Assignee may enjoy to the fullest extent the benefit of this Agreement. Such cooperation shall include but not limited to:

- (1) Prompt execution of all papers that are deemed necessary or desirable by Assignee to perfect the right, title and interest herein conveyed, and

(2) Prompt execution of all petitions, oaths, specifications, declarations or other papers that are deemed necessary or desirable by assignee for prosecuting patent applications, for filing and prosecuting substitute, division, continuing, or additional applications in the United States and/or foreign countries, for filing and prosecuting applications for reissuance of letters patent, and for interference proceedings involving and covering any of the Rights, and

(3) Prompt assistance and cooperation, including but not limited to execution of documents and testifying, in the prosecution of legal proceedings involving any of the Rights, including, but not limited to, patent prosecution, interference proceedings, infringement court actions, opposition proceedings, cancellation proceedings, priority contests, unfair competition court actions, trade secret court actions, public use proceedings, slander, license breach and royalty collection proceedings and any other legal proceedings.

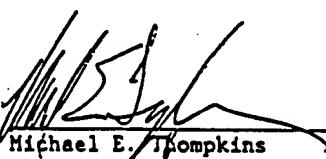
Further, each of us warrants that I have the right to make the assignment set forth herein.

Further, this Agreement shall be binding upon each of us and our heirs, administrators, executors, successors, trustees, devisees and assigns.

Further, this Agreement shall inure to Assignee, its successors, trustees, devisees and assigns.

EXECUTED at the time and place indicated below opposite the signature:

DATE: 7/18/89

By: 
Michael E. Thompkins

At: Houston, Texas

STATE OF HARRIS S
COUNTY OF TEXAS S

BEFORE ME, the undersigned authority, on this day personally appeared Michael E. Thompkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of July, 1988.

[Seal]

My commission expires: 5/15/99 Notary Public, State of Texas

DATE: 7/19/88

By: Michael J. Green
Michael J. Green

At: Houston, Texas

STATE OF HARRIS \$
COUNTY OF TEXAS \$

BEFORE ME, the undersigned authority, on this day personally appeared Michael J. Green, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of
July, 1988.

[Seal]

My commission expires: 3/15/89

Notary Public, State of Texas

RECORDED
PATENT & TRADEMARK OFFICE

JUL 26 88


MICHAEL J. GREEN
COMMISSIONER OF PATENTS
AND TRADEMARKS OFFICE

DMO87:24/dgd



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

TO: DAVID M. OSTFELD
CHAMBERLAIN, HRDLICKA, WHITE
JOHNSON & WILLIAMS
1400 CITICORP CENTER., 1200 SMITH ST.
HOUSTON, TX 77002

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF
THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS
AVAILABLE AT THE U.S. PATENT AND TRADEMARK OFFICE ON THE REEL AND FRAME
NUMBER REFERENCED BELOW. A DIGEST OF THE DOCUMENT HAS ALSO BEEN MADE
AND APPEARS IN THE OFFICE'S RECORDS AS SHOWN:

ASSIGNOR: 001 TOMPKINS, MICHAEL E.
ASSIGNOR: 002 GREEN, MICHAEL J.

DOC DATE: 07/16/88
DOC DATE: 07/19/88

RECORDATION DATE: 07/26/88 NUMBER OF PAGES 003 REEL/FRAME 4952/0589

DIGEST: ASSIGNMENT OF ASSIGNEE'S INTEREST

ASSIGNEE: 501 SIEGE INDUSTRIES, INC., HOUSTON, TX., A TX CORP.

SERIAL NUMBER 7-224869 FILING DATE 07/26/88
PATENT NUMBER ISSUE DATE 00/00/00

TITLE OF INVENTION: SPA CONTROL SYSTEM

INVENTOR: 001 TOMPKINS, MICHAEL E.
INVENTOR: 002 GREEN, MICHAEL J.

**RECORDED FORM COVER SHEET
61591 PATENTS ONLY**

To the Honorable Commissioners of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Irving C. Siegel
11919 Cypress Park Drive
Cypress, Texas 77429-3133

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 15, 1997

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

054,581 (Filed 5/27/87-now abandoned)
 162,420 (Filed 12/3/93-now abandoned)
 224,869 (Filed 7/26/88-now abandoned)
 703,177 (Filed 8/23/96-now abandoned)
 822,179 (Filed 3/20/97-Pending)

B. Patent No.(s)

5,550,753
 5,361,215
 5,559,720

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Craig B. Bailey, Esq.
 Internal Address: Fulwider Patton Lee & Utecht, LLP
 Street Address: 10877 Wilshire Boulevard, 10th Floor
 City: Los Angeles State: CA ZIP 90024

6. Total No. of applications and patents involved 87. Total fee (37 CFR 3.41): \$ 320.00

Enclosed
 Authorized to be charged to deposit account
 Any deficiencies in enclosed fees

8. Deposit account number: 06-2425

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

CRAIG B. BAILEY, REG. #28,786

May 21, 1997

Name of Person Signing

Signature

Date

Total number of pages comprising Assignment and cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents
 Box Assignments
 Washington, D.C. 20231

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ADDITIONAL NAMES OF RECEIVING PARTIES

Clark Manufacturing, Inc.
14951 Monte Vista Avenue
Chino, California 91710